

Texas Department of Information Resources



Appendix C
STATEMENT OF WORK (SOW)
FOR
IT ASSESSMENT & PLANNING
Loblolly Consulting LLC
DIR-SDD-1982
STRATEGIC SUPPORT SERVICES

SOW # DIR-SDD-1982-SOW1-TGOV

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1. Introduction

The purpose of this Statement of Work (SOW) is to outline the IT Assessment and Planning Services provided by Loblolly Consulting, LLC (Vendor) to provide Strategic Support for procurement initiatives planned within the Texas.gov program.

2. Background

Texas.gov, as the official website for the State of Texas, has operated through a self-funded, public-private partnership since 2000. Texas.gov provides portal and payment services for Texas state agencies and eligible local government entities, enabling them to cost-effectively conduct business with their respective customers.

The current Texas.gov program is governed by the TexasOnline 2.0 Master Agreement (Master Agreement) as its contract vehicle and expires August 31, 2018. (The program, subsequent to the award of the Master Agreement to the current contract holder, has been rebranded as "Texas.gov".) The Master Agreement may be viewed at: [DIR-SDD-1075](#)

Texas NICUSA, LLC (a subsidiary of NIC Inc.) was awarded the Master Agreement in July, 2009 following a comprehensive procurement process and is the service provider in the public-private partnership.

DIR provides contract management, strategic and operational oversight, enterprise-level coordination, and advocacy. The private partner provides all other aspects of program management, such as operational management, security management, a 24x7 help desk and service desk coverage, application development, financial management and reporting, and marketing.

Texas.gov offers more than 1,000 online services for more than 100 publicly funded customers; and, since its inception, has processed over 211 million financial transactions. Examples of services include the following:

- Web-enabled payment processing (integrated with the state's uniform statewide accounting system)
- Driver license renewals and authorized driver record access
- Vehicle registration renewals and specialty license plates
- Professional and occupational licenses
- Vital records (birth, death, and marriage certificates)
- State licenses and permits
- Fee and fine payments

Texas.gov is authorized to collect fees for transactions to recoup the cost of developing, operating, and supporting the program.

Texas Government Code related to Texas.gov can be found within DIR's enabling statute, Chapter 2054. Specific references to the State Electronic Internet Portal (Texas.gov) include the following Sections:

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- §2054.111
- §2054.252
- §2054.259
- §2054.2591
- §2054.273
- §2054.353

3. Goals

DIR strives to continuously improve and evolve the Texas.gov program while applying lessons-learned based upon actual experience, as well as to respond to the ever-changing needs of the State of Texas and the rapid evolution of digital government. The overall goals of the program are to increase service delivery quality, increase financial transparency and accountability of the program, encourage innovation in the program, facilitate citizen access to government services and promote and protect the value of the Texas.gov brand.

4. Scope

4.1 Objectives

Vendor is to provide services that will strategically and tactically support a solicitation for a state web portal that includes the following functional components:

- Operations and Maintenance
- Application development
- e-Commerce payment services
- Cross functional service integration

Considering best practices and industry standards, the objectives for this project are:

1. Development of a service level strategy that includes service level targets, remedies, incentives, reporting and management for multiple component providers.
2. Creation of a compensation strategy to support multiple component providers (based on marketplace analysis).
3. Development of options and recommendations for enhanced program governance.
4. Development of an effective solicitation evaluation plan(s).

4.2 Roles and Responsibilities

- Prior to the start of this engagement, DIR and Vendor will each designate a person to be the single point of contact (SPOC) for all communications

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regarding the contract and SOW between DIR and Vendor during the engagement (see Section 13 - Point of Contact).

- A kickoff meeting will be held at a location and time selected by DIR where the Vendor and its staff will be introduced to DIR.
- Vendor will work in coordination with DIR to ensure alignment on approach, assessment, validation, and content of deliverables.
- Vendor will create and maintain a work plan that, to complete the work described in this SOW, designates the required activities throughout the life of the Project. (See also Section 5.3 Deliverables Expectation Document.) The plan is to be updated bi-weekly, at a minimum.
- Key Vendor personnel are assigned to this project and are essential to the performance of the work specified in this SOW (see Exhibit A – Loblolly Project Team).
- Vendor will identify any point(s) of contact for resolving any key questions or issues that may arise during the survey efforts. The Vendor's Project Manager will be responsible for making those individuals available to respond to issues in a timely manner.
- DIR will provide internal project management, financial expertise and Request for Offer (RFO) development resources; to include the overall procurement planning, strategy, visioning, and documentation.

5. Deliverables

5.1 Deliverables Requirements

The deliverables for this SOW are listed below, inclusive of information listed in Section 4.1. (Additional information on requirements is listed in Section 10.)

Deliverable #1 – In alignment with DIR's procurement strategy, design and deliver a service level management framework for the functional component providers. Framework includes, but is not limited to the development of service level targets, remedies, incentives, service level agreements, operational level agreements, and standard operating procedures; Taking into consideration best practices and usual and customary measures for the services called for in this SOW.

- Provide service level management framework design document including service level targets, remedies, incentives, liquidated damages, service level agreements (SLAs), operational level agreements, and standard operating procedures (SOPs), as appropriate to each functional component provider.
- This deliverable may require revisions upon DIR review. Such revisions are included as part of Deliverable #1.

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Deliverable #2 – Develop and deliver performance measurement guidelines that are consistent with the service level management framework.

- Provide report(s) structure, template and components that define how performance will be measured to confirm adherence to the Service Level Management Framework.
- This deliverable may require revisions upon DIR review. Such revisions are included as part of Deliverable #2.

Deliverable #3 – Design and deliver a pricing model to compensate each functional component provider. Taking into consideration best practices and usual and customary measures for the services called for in this SOW.

- Provide pricing model, diagram and analysis that supports model.
- This deliverable may require revisions upon DIR review. Such revisions are included as part of Deliverable #3.

Deliverable #4* – Collaboratively design and deliver governance framework for all functional components to include, but not limited to key competencies, relationship diagrams, and key objectives.

- Provide governance framework design document outlining how each functional component provider will interface with the other component providers, with DIR, and with a multi-sourcing integrator (MSI).
- This deliverable may require revisions upon DIR review. Such revisions are included as part of Deliverable #4.

Deliverable #5* – Collaboratively define and deliver governance roles, responsibilities and interfaces within the governance framework.

- Provide document and diagram of roles, responsibilities, and interfaces including a RACI (Responsible, Accountable, Consulted, Informed) chart and supporting narrative to clearly and effectively communicate the comprehensive governance model for each functional component provider to the Texas.gov program.
- This deliverable may require revisions upon DIR review. Such revisions are included as part of Deliverable #5.

Deliverable #6 – Design and deliver an evaluation plan having criteria specific to the service level management, governance, and pricing for each functional component provider.

- Provide an evaluation plan that includes a baseline of service level management, governance, and pricing requirements that must be addressed in the solicitation responses.

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- Provide benchmark evaluation criteria for each of the stated requirements.
- This deliverable may require revisions upon DIR review. Such revisions are included as part of Deliverable #6.

* NOTE: Deliverables #4 and #5 are considered as optional deliverables, at DIR's discretion.

5.2 Deliverables Submission

- Vendor will provide the required initial draft of each deliverable on the dates as agreed upon in the project schedule. Any changes to the delivery date(s) must have prior written approval by DIR. The Vendor will update the project schedule to reflect any such agreed upon changes.
- DIR will have up to fourteen days to review and comment on each draft.
- Vendor will create a second draft of the respective deliverable disposing of all comments submitted by DIR in response to the first draft.
- This draft will be submitted to DIR within fourteen calendar days after DIR provides comments in response to the first draft.
- DIR will have up to seven days to review and comment on this draft of the deliverable.

5.3 Deliverables Expectation Document

Vendor will work with DIR contract management to develop and document expectations for each deliverable to ensure that agreed-upon expectations are clearly defined before the deliverable is developed, including but not limited to the deliverable description, applicable standards, and acceptance criteria. The Vendor will document the results of this activity in a Deliverable Expectation Document (DED).

The following elements will be considered and included in the DED:

- All document deliverables must be in formats (hard copy and electronic) as specified by the Customer - at a minimum, the formats must be in industry accepted standards (e.g., Microsoft Office 2013 or higher Word, PowerPoint, Project, Visio).
- All written deliverables must be phrased in terms and language that can be easily understood by non-technical personnel (e.g., laypersons without subject matter expertise).
- Should DIR have no comments or require no further edits of the second draft of the deliverable, this deliverable may be re-submitted as the final draft.

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- The final deliverable is to be submitted to DIR after DIR comment or acceptance of the second draft (in accordance with the Delivery Schedule, Section 5.4). This will constitute final acceptance of the respective deliverable. Written acceptance will not unreasonably be withheld.

5.4 Delivery Schedule

Deliverable	Deliverable Due Date
#1 & #2 (DRAFT)	November 21, 2016
#1 & #2	December 5, 2018
#3 (DRAFT)	November 21, 2016
#3	December 5, 2016
#4 & #5 * (DRAFT)	December 14, 2016
#4 & #5 *	December 29, 2016
#6 (DRAFT)	January 18, 2017
#6	January 31, 2017

6. Reports and Meetings

- Vendor will be required to provide a bi-weekly written progress report for the project and plan updates via email to DIR SPOC during the life of the project.
- The progress reports shall describe all work performed and completed during the period being reported and shall describe the work to be performed the following period. The report will include any issues or roadblocks encountered and suggested mitigation strategies for resolution of issues.
- Vendor will be responsible for conducting bi-weekly status meetings with DIR SPOC. The meetings will be held, at a time and place designated by DIR SPOC. The meetings can be in person or by telephone.

7. Period of Performance

The period of performance for this Statement of Work is anticipated to complete by no later than March 31, 2017.

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8. Invoices

Upon completion of a deliverable and acceptance by DIR, Vendor will submit an invoice to DIR setting forth amounts due to Vendor, in accordance with DIR Contract Number DIR-SDD-1982 requirements. The invoice will clearly state the period of the work performed and the deliverable and reference SOW Number DIR-SDD-1982-SOW1-TGOV. Payment shall be in accordance with Appendix A of Contract Number DIR-SDD-1982.

9. Equipment and Work Space

As necessary, DIR will provide a temporary workspace and network connectivity at its 300 West 15th Street, Suite 1300, Austin, Texas for a limited number of Vendor staff during the onsite portions of this engagement. Vendor must provide all equipment required for its staff. DIR will provide access to required documentation and systems information needed to complete the assessment.

10. Additional Customer Terms and Conditions

DIR requires all Vendor personnel working on this project to sign a Non-Disclosure Agreement before beginning work and/or receiving any confidential materials related to this work (see Exhibit A). Accordingly, Vendor will ensure that all staff and contractors working on this project are advised of the contents of the NDA and their responsibilities thereunder.

Because of the in-depth analytical work required to reach sound recommendations, participation in this project would provide a competitive advantage to the selected Vendor for any future procurement related to the Texas.gov portal. Under Texas Government Code, § 2155.004, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The selected Vendor and the employees of that Vendor will be required to sign Non-Disclosure Agreements and may be ineligible to respond to certain future solicitations that result from this study.

Under no circumstances may Vendor contact any third party to discuss the work under this SOW without prior DIR approval.

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11. Pricing

Payment will be made for each deliverable following acceptance (see Section 5.3).

Deliverable	Pricing
#1 & #2	\$182,078.01
#3	\$108,166.10
#4 * & #5 *	\$169,255.07
#6	\$ 85,500.82
Total All Deliverables	\$545,000.00 *

Travel Expense Reimbursement shall be in accordance with Section 4D of DIR's contract DIR-SDD-1982 (DBITS Contract) with Vendor. Vendor shall provide a summary of any assumptions and exclusions Vendor shall also include a breakdown of pricing for each deliverable as well as any remedies for missed deliverable dates.

12. Change Order Process

The parties will follow the change order process as described in Exhibit C – Changes to Scope to add, modify or remove deliverables to achieve the objectives of this Statement of Work. All Change Orders are subject to mutual agreement and must be in writing.

13. Point of Contact:

All communications must be directed through the following Points of Contact:

Department of Information Resources (DIR)

Dave Ballinger, Assistant Director, Digital Government
Texas Department of Information Resources
300 W. 15th Street, Ste 1300
Austin, Texas 78701
Office: (512) 463-8647
Email: dave.ballinger@dir.texas.gov

George Monnat, Contract Manager
Texas Department of Information Resources
300 W. 15th Street, Ste 1300
Austin, Texas 78701
Office: (512) 463-8497
Email: george.monnat@dir.texas.gov

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Loblolly Consulting LLC

Mohit Goyal, Vice President
Loblolly Consulting, LLC
1600 W 38th Street, Suite 332
Austin, Texas 78731
Office: (512) 320-5421
Email: mgoyal@loblollyconsulting.com

The North Highland Company

Tom McCullion, Project Manager
The North Highland Company
100 Congress Avenue, Suite 2000
Austin, Texas 78701
Office: (850) 445-9065
Email: tom.mccullion@northhighland.com

14. Exhibits:

- Exhibit A -- Loblolly Project Team
- Exhibit B – Project Assumptions
- Exhibit C – Changes to Scope
- Exhibit D – Change Orders Rate Chart
- Exhibit E -- DIR Non-Disclosure Agreement

[End of Statement of Work]

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This Statement of Work (SOW) is executed to be effective as of the date of the last signature. This SOW is submitted under the terms and conditions of the IT Assessment and Planning Services Contract DIR-SDD-1982 dated December 20, 2012.

Loblolly Consulting, LLC

Authorized By: Signature on File

Printed Name: Raj Nayak

Title: President

Date: 8/30/2016

Texas Department of Information Resources

Authorized By: Signature on File

Printed Name: Dale Richardson

Title: Chief Operating Officer

Date: 8/30/2016

Office of General Counsel: Signature on File

Date: 8/30/2016

Texas Department of Information Resources

Authorized By: Signature on File

Printed Name: Hershel Becker

Title: Chief Procurement Officer

Date: 8/30/2016

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**EXHIBIT A
LOBLOLLY PROJECT TEAM**

Vendor team resource management is the sole responsibility of the project's engagement manager and project manager. Resource levels may be adjusted to accommodate the cadence of the project activities with no adjustment to invoice amounts. All resources will fully execute the DIR's non-disclosure agreement prior to beginning any project work.

CORE ON-SITE DELIVERY TEAM

- Engagement Lead – **Mohit Goyal** (Loblolly)
- Project Manager – **Tom McCullion** (North Highland)
- eCommerce Consultant – **Rick Zelznak** (North Highland)
- Procurement Consultant – **Tom Mante** (North Highland)
- Price Modeling Consultant – **Nitin Mathur** (North Highland)

CENTER OF EXCELLENCE AND ADVISORS

- eCommerce & Procurement – **Barbara Ray** (North Highland)
- Service Level Strategy & Procurement – **Peter Cotterrell** (North Highland)
- Procurement – **Scott Rainey** (North Highland)
- Governance & Procurement – **Rob Szumowski** (North Highland)

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**EXHIBIT B
PROJECT ASSUMPTIONS & DEPENDENCIES**

- The Vendor Team will not develop the actual solicitation documents for the Texas.gov portal initiative, rather the in-scope deliverables will be used as inputs by DIR to develop for the formal solicitations.
- Any changes or new requirements outside the initial scope of the project will be evaluated for schedule and cost impacts, discussed, and mutually agreed upon by DIR and the Vendor Team prior to commencing work on the activities (as per Exhibit C Changes to Scope and Exhibit D Change Orders Rate Chart).
- The Vendor Team Project Manager will coordinate with the DIR Project Manager to ensure project goals, deliverables, and requirements are met within timelines established for the project.
- For schedule and deliverable purposes, the Vendor Team used the key dates in the SOW for the development of the approach and subsequently the Cost Proposal. Any material changes to these dates may present an impact to schedule and budget for the project.
- The Vendor Team will work with DIR to document the acceptance criteria of each deliverable during the project initiation phase. Agreeing to the scope of each deliverable allows the DIR and Vendor Team to focus on the content of each deliverable without deliberating the scope of the deliverable during the deliverable development process.
- DIR will provide timely reviews and feedback for each submitted deliverable according to the master project schedule.
- DIR will provide a comprehensive list of all stakeholders the DIR Project Team wishes to engage in the process and will assist the Vendor Team Project Manager in contacting and coordinating all interactions with all participants, internal and external.
- DIR staff and other stakeholders will be available and actively participate in project activities (data gathering, status meetings, etc.) upon request and will respond to requests for information in a timely manner.
- DIR staff will coordinate meetings with internal and external stakeholders as requested by the Vendor Team and as deemed necessary during the course of the project.
- DIR staff will inform the Vendor Team in a timely manner of any significant people, process, or technology changes within DIR, which could impact the project.
- DIR staff will review final project deliverables and provide timely feedback and final approval/disapproval to the Vendor Team according to the mutually agreed upon document review process.
- The Vendor Team will raise issues and risks in a timely manner, follow established communication protocols, and be prepared for formal meetings, work sessions, and interviews.
- DIR Subject Matter Experts who understand the current state of the Texas.gov program and the desired future state will be needed part-time for entire project duration.
- All necessary technical infrastructure and environments will be made available during project initiation.
- DIR will have an executive sponsor who supports the project.
- Required access to buildings, networks, and email, will be provided during project initiation.

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**EXHIBIT C
CHANGES TO SCOPE**

The Statement of Work defines the scope of this engagement. In the event that changes to scope are required during the term of the contract, DIR will provide written notice to Vendor describing the changes required including as applicable the purpose, scope, timeline and any other unique requirements, constraints, and assumptions for the requested service. Any additional services must be directly related to the awarded scope and intent of the SOW. Vendor and DIR will mutually determine a timeline for Vendor to provide a work plan and pricing for the additional services. Any additional services shall be quoted as a deliverables-based IT service at a firm fixed price inclusive of any and all additional fees or charges. Pricing for such additional services shall be based upon hourly rates that were the basis of the contract award for DIR-SDD-1982. Those hourly rates shall be provided in the Exhibit D Change Orders Hourly Rates table. A request for pricing does not constitute a notice to proceed. If DIR chooses to proceed, it and Vendor will execute the respective Change Order, authorizing in writing the additional services and amending the Statement of Work.

“Changes”, as used in this SOW, are indicative of work efforts or work outputs not defined in the originally planned for or specifically defined by this SOW. By way of example and not limitation, changes include the following:

- Activities not specifically set forth in this SOW
- Providing or developing any deliverables not set forth in this SOW
- Any change in the respective responsibilities of Vendor and DIR set forth in this SOW, including any reallocation or any changes in engagement or project manager staffing
- Any rework of completed activities or accepted deliverables
- Any additional work caused by a change in the assumptions set forth in this SOW
- Any delays in deliverable caused by a modification to the acceptance criteria set forth in this SOW

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**EXHIBIT D
CHANGE ORDER HOURLY RATES**

For the purposes of any additional work that may be determined to be required as specified in Exhibit C – Changes to Scope, the following hourly rates shall apply for each staff role/function that may be required under this SOW.

The following hourly rates are exclusive of any required travel in accordance with DIR Contract DIR-SDD-1982 Section 4 Pricing, D. Travel Expense Reimbursement.

Role/Function	Hourly Rate - \$
Principal	\$225.00
Manager	\$185.00
Consultant	\$155.00
Business Analyst	\$110.00

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**EXHIBIT E
TEXAS DEPARTMENT OF INFORMATION RESOURCES
NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“**NDA**”) is entered into _____, 2016, by the undersigned recipient (“**Receiving Party**”).

WHEREAS, DIR is the owner of certain Confidential Information (as defined below) which it wishes to disclose to Receiving Party; and

WHEREAS, Receiving Party wishes to receive, under the terms and conditions of this NDA, Confidential Information.

NOW, THEREFORE, in consideration of DIR sharing Confidential Information with Receiving Party, Receiving Party acknowledges and agrees as follows:

1. Confidential Information.

a. “**Confidential Information**” shall mean all topics, data and information discussed or exchanged in meetings between DIR, its contractors assisting with the Texas.gov Strategic Support (DBITS Contract ____), and Receiving Party. Confidential Information includes information marked confidential, restricted, or proprietary by DIR, or otherwise promptly after disclosure identified in writing as confidential. Confidential Information also includes any other information in connection with the DIR data that is treated as confidential by DIR and which would reasonably be understood to be confidential, whether or not so marked.

b. Confidential Information shall not include information Receiving Party can demonstrate (i) is, at the time of disclosure to it, in the public domain, (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of Receiving Party, (iii) is in the possession of Receiving Party at the time of disclosure to it without any obligation of confidentiality, (iv) is received without obligation of confidentiality from a third party having a lawful right to disclose such information, or (v) is independently developed by Receiving Party without reference to Confidential Information.

2. Receiving Party's Duties.

a. During the term of this NDA and at all times thereafter, Receiving Party shall not disclose, and shall maintain the confidentiality of, all Confidential Information. Receiving Party shall use at least the same degree of care to safeguard and to prevent disclosing to third parties Confidential Information as he or she employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, or alteration of his or her information of a similar nature, but not less than reasonable care.

b. Receiving Party shall not use or make any copies of Confidential Information except as contemplated by this NDA, and shall not sell, assign, alter, transfer, lease, or otherwise dispose of Confidential Information to third parties or commercially exploit such information.

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c. Receiving Party shall not be considered to have breached its obligations under this NDA for disclosing Confidential Information as required to satisfy any law, including the Texas Public Information Act (Chapter 552 of the Government Code), or other legal, accounting, or regulatory requirement of a competent government body, provided that, promptly upon receiving any such request and to the extent that it may legally do so, Receiving Party advises DIR of the Confidential Information to be disclosed and the identity of the third party requiring such disclosure prior to making such disclosure in order that DIR may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

d. Receiving Party shall (i) promptly notify DIR of any known possession, use, knowledge, disclosure or loss of Confidential Information in contravention of this NDA, (ii) subject to any legal duty or obligation, including Receiving Party's duties under the Texas Public Information Act, reasonably cooperate with DIR in any investigation or litigation deemed necessary by DIR to protect its rights to or under Confidential Information and (iv) promptly use commercially reasonable efforts to prevent further possession, use, knowledge, disclosure, or loss of Confidential Information in contravention of this NDA. Receiving Party shall bear its own costs in complying with this subsection.

3. Termination.

a. Upon completion of Receiving Party's assignment for DIR, and subject to any applicable records retention laws, Receiving Party shall return or destroy, as DIR may direct, all Confidential Information.

b. The obligation to maintain confidentiality, the restrictions on use, disclosure, duplication, protection and security of Confidential Information and indemnification for breach thereof by Receiving Party shall survive the rescission, termination, or completion of this NDA, and remain in full force and effect until such Confidential Information, through no fault of Receiving Party, becomes part of the public domain.

4. General Provisions.

a. This NDA shall be governed by and construed, in accordance with the laws of the State of Texas, without giving effect to the principles of conflicts of laws.

b. This NDA supersedes all prior understandings and negotiations, oral and written, and constitutes the entire understanding of Receiving Party on this subject.

c. Nothing in this NDA nor any disclosure made hereunder shall be deemed to grant to Receiving Party, by implication, estoppel or otherwise, license rights, ownership rights or any other intellectual property rights in any Confidential Information.

d. Receiving Party understands that failure to comply with the terms of the NDA may subject Receiving Party to disciplinary action and criminal and civil penalties under law.

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IN WITNESS WHEREOF, Receiving Party has executed this NDA as of the date set forth above.

RECEIVING PARTY

By: _____
(Sign Here)

Print Name: _____

Print Company Name: _____